

DAVITA M. KEY
DAVITA M. KEY vs HYUNDAI MOTOR MANUFACTURING

June 20, 2022

21-24

<p style="text-align: right;">Page 21</p> <p>1 you would have a chance to advance?</p> <p>2 A. Yes.</p> <p>3 Q. Did she say you were likely to advance</p> <p>4 frequently?</p> <p>5 A. Yes.</p> <p>6 Q. Did she tell you to what jobs?</p> <p>7 A. No.</p> <p>8 Q. So you interviewed with Ms. Robinson</p> <p>9 and Mr. Chambliss sometime around July 19?</p> <p>10 A. Yes.</p> <p>11 Q. And they later -- who made you an</p> <p>12 offer?</p> <p>13 A. Gloria Robinson.</p> <p>14 Q. Did you speak to anybody else about the</p> <p>15 opportunity?</p> <p>16 A. When you say -- I mean, what -- when</p> <p>17 you say did I speak to anybody else -- about</p> <p>18 working for Dynamic? Like working with the job?</p> <p>19 Or did anybody else offer me --</p> <p>20 Q. Well, other than Mr. Chambliss and</p> <p>21 Ms. Robinson, did you speak to anybody else</p> <p>22 before you accepted the job?</p> <p>23 A. No.</p> <p>24 Q. And did they tell you what your pay</p> <p>25 would be?</p>	<p style="text-align: right;">Page 23</p> <p>1 mail room area?</p> <p>2 A. Yes.</p> <p>3 Q. Where?</p> <p>4 A. My trainer, she took me to -- just to</p> <p>5 like different buildings on the first day within</p> <p>6 the first 30 minutes I was with her.</p> <p>7 Q. Would those be buildings you would take</p> <p>8 mail to?</p> <p>9 A. Yes.</p> <p>10 Q. Who trained you?</p> <p>11 A. LaTonya Howell.</p> <p>12 Q. Who did she work for? If you know.</p> <p>13 A. I -- Dynamic Security.</p> <p>14 (Defendants' Exhibit 2 was marked</p> <p>15 for identification.)</p> <p>16 Q. Let me show you what we'll mark as</p> <p>17 Defendants' Exhibit Number 2. And it says it's</p> <p>18 a Pre-Application Screening Form. And I've got</p> <p>19 a second page which I think is actually a</p> <p>20 page from the application.</p> <p>21 The Pre-Application Screening Form is</p> <p>22 Bates-numbered Dynamic-Key 28. And the second</p> <p>23 page is a document produced by your counsel</p> <p>24 Bates-numbered Key 13.</p> <p>25 Let me show it to you and ask you if</p>
<p style="text-align: right;">Page 22</p> <p>1 A. Yes.</p> <p>2 Q. Did they tell you what your benefits</p> <p>3 would be?</p> <p>4 A. They gave me a paper, like the benefits</p> <p>5 sheet from the -- so yes, they did.</p> <p>6 Q. What benefits did Dynamic provide you?</p> <p>7 A. Medical, like health insurance.</p> <p>8 Q. Okay. And did they tell you where you</p> <p>9 would be working physically?</p> <p>10 A. Yes.</p> <p>11 Q. And where would that be?</p> <p>12 A. The mail room.</p> <p>13 Q. Where is that located?</p> <p>14 A. The address they gave me was</p> <p>15 700 Hyundai Boulevard.</p> <p>16 Q. Did you ever go to the mail room?</p> <p>17 A. Yes.</p> <p>18 Q. And relative to the Security Building</p> <p>19 where we are, where would it be, the best you</p> <p>20 can describe it?</p> <p>21 A. I mean, probably like a ten-minute ride</p> <p>22 from here. I don't really remember because that</p> <p>23 was a long time ago.</p> <p>24 Q. Did you ever go anyplace at the HMMA</p> <p>25 plant other than the Security Building and the</p>	<p style="text-align: right;">Page 24</p> <p>1 you recognize it.</p> <p>2 A. Yes.</p> <p>3 Q. And is it your writing on both of these</p> <p>4 pages?</p> <p>5 A. Yes.</p> <p>6 Q. Did anybody tell you what to write?</p> <p>7 A. No.</p> <p>8 Q. On the first page, it says "position</p> <p>9 applied for." You see it says "mail room</p> <p>10 clerk"?</p> <p>11 A. Yes.</p> <p>12 Q. And, again, why did you pick that</p> <p>13 position?</p> <p>14 A. Because I had experience in it.</p> <p>15 Q. And you say in the next sentence "How</p> <p>16 did you hear of Dynamic Security?" You put down</p> <p>17 "indeed.com." Had you known anything about</p> <p>18 Dynamic Security other than from Indeed?</p> <p>19 A. No.</p> <p>20 Q. Then on the next page, what is that</p> <p>21 document?</p> <p>22 A. It's part of the employment</p> <p>23 application.</p> <p>24 Q. And that's your writing on the top part</p> <p>25 of the page?</p>

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<p style="text-align: right;">Page 25</p> <p>1 A. Yes.</p> <p>2 Q. And your signature at the bottom of the</p> <p>3 page?</p> <p>4 A. Yes.</p> <p>5 Q. And everything you put in the</p> <p>6 application you filled out -- again, we don't</p> <p>7 have the first page of it, but -- was accurate?</p> <p>8 A. Yes.</p> <p>9 Q. Now, if you would, look at the third</p> <p>10 paragraph above your signature. It says "I</p> <p>11 understand that compliance with the company's</p> <p>12 policies and procedures is a condition of my</p> <p>13 employment." Did you read that when you signed</p> <p>14 this?</p> <p>15 A. Yes.</p> <p>16 Q. It also indicates in the last paragraph</p> <p>17 that you are hired at will. Did you read that</p> <p>18 when you signed it?</p> <p>19 A. Yes.</p> <p>20 Q. This shows a date of July 21, 2017. Is</p> <p>21 that correct?</p> <p>22 A. Yes.</p> <p>23 Q. Had you already interviewed with</p> <p>24 Ms. Robinson? Or could this be the date you</p> <p>25 interviewed?</p>	<p style="text-align: right;">Page 27</p> <p>1 A. Yes.</p> <p>2 Q. Who told you what hours you would work?</p> <p>3 A. Ms. Robinson.</p> <p>4 Q. Did anyone else?</p> <p>5 A. Not that I recall.</p> <p>6 Q. Were there any other particulars of the</p> <p>7 offer you can remember other than what you've</p> <p>8 told me?</p> <p>9 A. No.</p> <p>10 (Defendants' Exhibit 3 was marked</p> <p>11 for identification.)</p> <p>12 Q. I show you what has been marked as</p> <p>13 Defendants' Exhibit Number 3. And you recognize</p> <p>14 this as a check and a pay stub?</p> <p>15 A. Yes.</p> <p>16 Q. And who's this check from?</p> <p>17 A. It says Dynamic Security.</p> <p>18 Q. Ms. Robinson had already told you that</p> <p>19 you would be paid by Dynamic Security, didn't</p> <p>20 she?</p> <p>21 A. Yes.</p> <p>22 Q. And it shows that you worked on July 31</p> <p>23 and August 1. And that's consistent with your</p> <p>24 testimony?</p> <p>25 A. Yes.</p>
<p style="text-align: right;">Page 26</p> <p>1 A. I had already interviewed with her.</p> <p>2 Q. Did you ever fill out a job application</p> <p>3 for HEA, America -- ENG, America?</p> <p>4 A. Not that I recall.</p> <p>5 Q. Did you ever fill out an application</p> <p>6 for HMMA?</p> <p>7 A. Not that I recall.</p> <p>8 Q. During the interview process with</p> <p>9 Ms. Robinson and Mr. Chambliss -- Mr. Chambliss,</p> <p>10 was he in a uniform when you interviewed?</p> <p>11 A. I don't remember.</p> <p>12 Q. Was Ms. Robinson in a uniform?</p> <p>13 A. She had on pants and a polo shirt.</p> <p>14 Q. During the interview, were you given</p> <p>15 any documents by Mr. Chambliss or Ms. Robinson?</p> <p>16 A. No.</p> <p>17 Q. And Ms. Robinson is the one who made</p> <p>18 the offer to you?</p> <p>19 A. Yes.</p> <p>20 Q. Did you ever speak to anyone else</p> <p>21 before you were made the offer?</p> <p>22 A. No.</p> <p>23 Q. The interview took place, I think you</p> <p>24 already answered, in this building, Security</p> <p>25 Building?</p>	<p style="text-align: right;">Page 28</p> <p>1 Q. Did you ever get a check from anyone</p> <p>2 else associated with your assignment to the mail</p> <p>3 room?</p> <p>4 A. No.</p> <p>5 (Defendants' Exhibit 4 was marked</p> <p>6 for identification.)</p> <p>7 Q. Let me show you what we'll mark as</p> <p>8 Defendants' Exhibit Number 4. Do you recognize</p> <p>9 this two-page document that's Bates-numbered Key</p> <p>10 254-255?</p> <p>11 A. Yes.</p> <p>12 Q. And when I refer to Bates numbers, I'm</p> <p>13 talking about these little numbers in the bottom</p> <p>14 right-hand corner.</p> <p>15 A. Okay.</p> <p>16 Q. They're numbers that attorneys label</p> <p>17 documents so that we can keep up with them.</p> <p>18 A. Okay.</p> <p>19 Q. Okay.</p> <p>20 This is dated July 21, 2017. So that's</p> <p>21 the date she made you the offer?</p> <p>22 A. Yes.</p> <p>23 Q. And was anything in your offer of</p> <p>24 employment other than what is stated in this</p> <p>25 email?</p>

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<p style="text-align: right;">Page 53</p> <p>1 remember it.</p> <p>2 Q. You don't remember one way or the</p> <p>3 other?</p> <p>4 A. Yeah, I don't remember.</p> <p>5 Q. Well, it says, the application, if you</p> <p>6 look at the top, "Requirements for Entering the</p> <p>7 Work Areas," and identifies "PPE required in</p> <p>8 production areas." You didn't work in the</p> <p>9 production area, did you?</p> <p>10 A. No.</p> <p>11 Q. Okay. It doesn't say anything about</p> <p>12 folks who were in security, does it?</p> <p>13 A. No.</p> <p>14 Q. But down under "Personal Hygiene" at</p> <p>15 the bottom, it does have one entry there about</p> <p>16 hair. The only thing it says, "Hair longer than</p> <p>17 collar length -- tied back or tucked in hat."</p> <p>18 That's all it says, isn't it?</p> <p>19 A. Yes.</p> <p>20 Q. There's no mention one way or the other</p> <p>21 about dreadlocks, is there?</p> <p>22 A. Not on this paper, no.</p> <p>23 (Defendants' Exhibit 10 was marked</p> <p>24 for identification.)</p> <p>25 Q. I show you what's marked as Defendants'</p>	<p style="text-align: right;">Page 55</p> <p>1 there?</p> <p>2 If you would, read the last paragraph</p> <p>3 out loud.</p> <p>4 A. "Your employment can be terminated or</p> <p>5 suspended without cause and without notice at</p> <p>6 any time at the option of Dynamic</p> <p>7 Security, Inc., referred to in the handbook as</p> <p>8 Dynamic Security."</p> <p>9 Q. Thank you.</p> <p>10 Look, if you would, at Key number 373.</p> <p>11 And it's the policy, "Waiver of Trial by Jury</p> <p>12 Policy." Did you read that policy?</p> <p>13 A. Yes.</p> <p>14 Q. What was your understanding as to what</p> <p>15 it meant?</p> <p>16 A. Waiver of trial by jury.</p> <p>17 May I say something?</p> <p>18 Q. Yes.</p> <p>19 A. For the last question you asked.</p> <p>20 Q. Yes.</p> <p>21 A. With the waiver of trial by jury, it</p> <p>22 also says "whenever is possible, in a fair and</p> <p>23 expeditious manner reflecting the interest of</p> <p>24 the concerned parties."</p> <p>25 Q. Okay.</p>
<p style="text-align: right;">Page 54</p> <p>1 Exhibit Number 10. Ms. Key, this is</p> <p>2 Bates-numbered Dynamic-Key D41 through -- on the</p> <p>3 first page, which is an acknowledgment. And</p> <p>4 then on the next page, it's also Dynamic-Key</p> <p>5 Bates number 42. Then the third page starts</p> <p>6 with Bates numbers Key 332 through 382.</p> <p>7 Now, this appears to be an</p> <p>8 acknowledgment for your receipt of Dynamic</p> <p>9 Security's employee handbook; is that correct?</p> <p>10 A. Yes.</p> <p>11 Q. That's your signature at the bottom?</p> <p>12 A. Yes.</p> <p>13 Q. And did you read it before you signed</p> <p>14 it, the acknowledgment?</p> <p>15 A. Yes.</p> <p>16 Q. And the second page, which is</p> <p>17 Dynamic-Key Bates number 42, that's your</p> <p>18 signature as well?</p> <p>19 A. Yes.</p> <p>20 Q. And after that is the Dynamic handbook</p> <p>21 you were provided by Dynamic?</p> <p>22 A. Yes.</p> <p>23 Q. Did you read their handbook?</p> <p>24 A. Yes.</p> <p>25 Q. So look at page Key 334. Are you</p>	<p style="text-align: right;">Page 56</p> <p>1 (Defendants' Exhibit 11 was marked</p> <p>2 for identification.)</p> <p>3 Q. I show you what's marked as Defendants'</p> <p>4 Exhibit Number 11. This is a one-page -- more</p> <p>5 than one page. It's actually two pages. And on</p> <p>6 the front it says "Hyundai Engineering</p> <p>7 America, Inc., Employee Handbook." And then the</p> <p>8 next page is a Table of Contents.</p> <p>9 Do you recall receiving that? Or is</p> <p>10 that the handbook you received from HEA?</p> <p>11 A. No.</p> <p>12 Q. You never saw this before?</p> <p>13 A. No.</p> <p>14 (Defendants' Exhibit 12 was marked</p> <p>15 for identification.)</p> <p>16 Q. I show you what's marked as Defendants'</p> <p>17 Exhibit Number 12. Ms. Key, do you recognize</p> <p>18 this document entitled "Hyundai Motor</p> <p>19 Manufacturing, Alabama Safety, Security and Fire</p> <p>20 Protection Handbook"?</p> <p>21 A. Yes.</p> <p>22 Q. Is that the document you received when</p> <p>23 you went to safety training?</p> <p>24 A. Yes.</p> <p>25 Q. It's Bates-numbered Key 277 through</p>

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<p style="text-align: right;">Page 57</p> <p>1 Key 331. And this is the only document you were 2 given by Hyundai? 3 A. Yes. 4 Q. Look, if you would, to page Key 279. 5 Look at the bottom right-hand corner, if you 6 would. 7 A. Uh-huh. 8 Q. Would you read the first two sentences 9 of that section out loud. 10 A. That starts with "welcome"? 11 Q. Yeah. 12 A. "Welcome to Hyundai Motor 13 Manufacturing, Alabama, LLC. Our goal is to 14 provide a safe and hazard-free workplace for all 15 visitors, contractors, team members, and other 16 individuals." 17 Q. "Here at Hyundai." Next page. End of 18 the sentence. 19 A. Oh. "Here at Hyundai." 20 Q. If you would, under HMMA safety policy, 21 read the first sentence of that policy. 22 A. Starting with "as"? 23 Q. Yes. 24 A. "As a safety-focused automotive 25 manufacturer, one of our core values at Hyundai</p>	<p style="text-align: right;">Page 59</p> <p>1 Q. To your knowledge, have you had any 2 contact with anybody who worked for HMMA after 3 August 1 or 2 of 2017? 4 A. I don't know who worked for them. 5 Q. When you filed or provided Mr. Cureton 6 with the written complaint, you included in 7 there a claim you were discriminated against? 8 A. Yes. 9 Q. Do you know of anybody who was employed 10 by HMMA -- Hyundai Motor Manufacturing, 11 Alabama -- who knew you claimed to be 12 discriminated against back at that time? 13 A. I'm sorry. Can you repeat? You 14 said -- 15 MR. MIDDLEBROOKS: Could you read that 16 back. 17 (Record read as follows:) 18 "Question: Do you know of anybody 19 who was employed by HMMA who knew 20 you claimed to be discriminated 21 against back at that time?" 22 A. I don't know. 23 Q. Did anybody ever explain to you the 24 relationship between Hyundai Motor 25 Manufacturing, Alabama and HEA?</p>
<p style="text-align: right;">Page 58</p> <p>1 Motor Manufacturing, Alabama, LLC (HMMA), is 2 providing a safe and healthy environment for 3 team members, contractors, and visitors." 4 Q. Then if you look at the -- on the same 5 page but the second column, column over to the 6 right, in that first paragraph up there, it says 7 "all contractors." Do you see that? 8 A. Yes. 9 Q. Would you read that sentence. 10 A. "All contractors must attend safety 11 orientation before starting work on the site. 12 Badges will" -- oh, you said just the first 13 sentence? 14 Q. Yeah, that's -- 15 A. Okay. 16 Q. So you never saw any other type of 17 handbook for HMMA, did you? 18 A. No. 19 Q. Since August 1 or 2 of 2017, have you 20 had any contact with any present or former 21 employee of Dynamic Security? 22 A. I spoke with Ray Cureton and Nicole. 23 Q. Have you had any contact since August 1 24 or 2 of 2017 with anybody who worked for HEA? 25 A. I don't know who worked for them.</p>	<p style="text-align: right;">Page 60</p> <p>1 A. Gloria Robinson just said that like 2 we -- I would work out here at the site. Like 3 this would be my home site. 4 Q. Okay. Ms. Robinson worked for Dynamic 5 Security; correct? 6 A. Yes. 7 Q. Do you know -- did anybody ever explain 8 to you the relationship between Hyundai Motor 9 Manufacturing, Alabama and HEA ENG? 10 A. No. 11 Q. Are you aware of Dynamic Security 12 providing manpower and staffing for companies 13 other than out here? 14 A. Yes. 15 Q. How do you know that? 16 A. Because they told me they could place 17 me another place. 18 Q. Did you ever ask Dynamic to place you 19 at some other assignment? 20 A. I was told that they would place me 21 somewhere else. I inquired after they said 22 that. So yes. 23 (Defendants' Exhibit 13 was marked 24 for identification.) 25 Q. I show you what's been marked as</p>

DYNAMIC SECURITY, INC.

Pre-Application Screening Form

Completed: Date 7/21/17

Personal Data:

Name: <u>Key Davita M</u>		Social Security #: [REDACTED]
Present Address: [REDACTED]		Home Phone #: [REDACTED]
City: [REDACTED] State: [REDACTED] Zip: [REDACTED]		Pager/Cell/Other Contact #: <u>(354) 200-7078</u>
Are you 21 years old or older? <input checked="" type="radio"/> Yes <input type="radio"/> No		Emergency #: [REDACTED]
Have you ever worked under another name? <u>yes</u> If yes, list names. <u>Dave & Code</u>		
Will you work any day of the week? <u>yes</u> If no, what days will you work? _____		
Date Available for Work: <u>7/24/17</u> Can you work any shift? <u>yes</u> If no, what shift can you work? _____		
Position Applied for: <u>Maintenance Clerk</u> <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Temporary		
How did you hear of Dynamic Security? <u>indeed.com</u>		
If hired can you provide written proof that you are authorized to work in the U.S.? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Have you ever applied with or worked for Dynamic Security or Dynamic Staffing? <u>NO</u>		
If so, when and where? _____		
Is there any reason that would cause you to be unable to work on a regular basis if offered a position? <u>NO</u>		
Do you intend to continue any other type of employment if offered a position? If yes, what are the shifts/hours of that job? <u>NO</u>		
Driver's License Number: [REDACTED]		State Licensed: <u>AL</u>
Have you ever pled guilty or been convicted of any law violation (except minor traffic violations)? <u>NO</u> (A "yes" answer does not automatically disqualify you from employment) If yes, give details. _____		
Have you ever served time in jail? <u>NO</u> If yes, give details. _____		
Have you ever been fired from a job? <u>NO</u> If so, please explain. _____		

School	Location	# of years Completed	Did you Graduate?		Course of Study
			Yes	No	
High School					
<u>BTW</u>	<u>Tuskegee AL</u>	<u>5</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>H.S. Diploma</u>
College					
<u>AUM</u>	<u>Montgomery AL</u>	<u>4</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>B.A.</u>
Trade School					

Other Certifications: _____

What experience do you have with a computer? fluent in microsoft office

What other equipment are you trained to operate? _____

AN EQUAL OPPORTUNITY EMPLOYER



Dynamic - Key 000028
Initial Disclosures

Employment History:

List names of employers in consecutive order with most recent employer listed first. Account for all periods of time including military service and any periods of unemployment. If self-employed, give firm name and supply business references.

Dates Employed	Name/Address of Company	Supervisor	Position	Salary	Reason for Leaving
From 7/2014	Prema Corp	Asimley	Personnel Specialist	Starting 14.00/hr	pay position
To 12/2018	Montgomery, AL	Oliver		Final 14.00/hr	
Dates Employed	Name/Address of Company	Supervisor	Position	Salary	Reason for Leaving
From 11/2014	United States Post Office	Juanita Simpson	City Carrier Assistant	Starting 15.30	work schedule
To 02/2018	Tuskegee, AL			Final 12.30	
Dates Employed	Name/Address of Company	Supervisor	Position	Salary	Reason for Leaving
From 07/2012	Anderson Truck Mfg	Tyisha Hampton	Production Lbr	Starting 7.25/hr	student position
To 07/2013			Coordinator	Final 7.25/hr	
Dates Employed	Name/Address of Company	Supervisor	Position	Salary	Reason for Leaving
From 07/2014	Anderson Truck Mfg	Russell Mann	Day Coordinator	Starting 12.00/hr	student position
To 07/2014			Technical	Final 12.00/hr	

Military Service:

Branch of Service	Dates of Service	Type of Service/Rank	Type of Discharge

Residential History: List all addresses for the past five years.

Address	City	State	Zip
1. 7096 Taylor Crossing Dr Apt G Montgomery AL 36117			
2. 4440 Paddock Club Circle Apt G Montgomery AL 36117			
3. 1007 Chris Circle Tuskegee, AL 36083			
4.			
5.			

I certify that all information provided in this employment application is true and complete. I understand that any false information or omission may disqualify me from further consideration for employment and may result in my dismissal if discovered at a later date.

I authorize and agree to cooperate in a thorough investigation of all statements made herein and other matters relating to my background and qualifications. I understand that any investigation conducted may include a request from employment and educational history, credit reports, consumer reports, investigative reports, driving records and criminal history. I authorize any person, school, current and former employer, consumer reporting agency, and any other organization or agency to provide information relevant to such investigation and I hereby release all persons and corporations requesting or supplying information pursuant to such investigation from all liability or responsibility to me for doing so. I understand that I have a right to make a written request within a reasonable period of time for complete disclosure of the nature and scope of the investigation. I further authorize any physician or hospital to release any information which may be necessary to determine my ability to perform the job for which I am being considered or any future job in the event I am hired.

I understand that compliance with the Company's Policies and Procedures is a condition of my employment. I understand that I may be required to successfully pass a drug-screening examination. I hereby consent to a pre- and/or post-employment drug screen as a condition of my employment, if required.

I UNDERSTAND THIS APPLICATION OR SUBSEQUENT EMPLOYMENT DOES NOT CREATE A CONTRACT OF EMPLOYMENT NOR GUARANTEE EMPLOYMENT FOR ANY DEFINITE PERIOD OF TIME. IF EMPLOYED, I UNDERSTAND THAT I HAVE BEEN HIRED AT WILL OF THE EMPLOYER AND MY EMPLOYMENT MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT A CAUSE.

Signature of Applicant:

Walter M. Frazier

Date:

7-20-17

AN EQUAL OPPORTUNITY EMPLOYER

DYNAMIC SECURITY, INC

Acknowledgement and Receipt of Employee Handbook

I have received a copy of the Dynamic Security, Inc. Officer's Handbook published October 2001. I understand that it is my responsibility to read this handbook and become familiar with the contents. If I have questions, I understand that I should ask my Supervisor, the Operations manager, Branch Manager, or the Coordinator of Human Resources.

Further I acknowledge and understand that:

I am bound by, and will abide by, the rules, regulations, and policies set forth in this handbook, and this handbook supersedes all previous employee handbooks. I also understand that I am expected to carry this handbook with me at all times while on duty.

This handbook is not intended to nor does it create promises or representations of continued employment. Every employee has an at-will relationship with Dynamic Security. This means that Dynamic Security is free to terminate my employment, for any reason, with or without cause of the use of progressive discipline, at any time with or without notice.

This handbook represents a summary of the more important company guidelines at the time of publication, and is not intended to be all-inclusive. Dynamic Security's employment practices are governed by applicable state and federal laws, regulations, and constitutional provisions and the Company at all times will abide by those legal requirements. Apart from each employee's status as an at-will employee and those employment practices, terms and conditions required by law, Dynamic Security may change its policies or procedures at any time without prior notice.

I understand that \$5 will be deducted from my paycheck for each duplicate handbook requested. Further, I also understand that this document will become a part of my personnel file.

Danita Key
Employee Name (Please Print)

Montgomery, Az
Location/Branch

Danita Key
Employee Signature

7-27-17
Date



Dynamic - Key 000041

DYNAMIC SECURITY, INC.

Harassment in the Workplace

Form 1600-1, March 2001
Revised March 2003

Purpose

To set forth the Company's policy regarding all forms of harassment in the workplace.

Background

It has always been the Company's policy and practice to comply with applicable laws. This commitment is particularly reflected in the field of human relations.

Policy

It is the policy of the Company to maintain a work environment that permits an employee to be free from sexual harassment, harassment based upon race, age, gender, religion, national origin, ethnic origin, disability, pregnancy, military status, and other forms of unlawful harassment by any co-worker, supervisor, or other person. It is unacceptable for any employee to engage in conduct that represents unwelcome sexual advances, requests for sexual favors, or other harassing verbal or physical action. The following conduct is specifically prohibited and unlawful:

- a. Quid-pro-quo promises by a supervisor (promise of job/promotion/benefits/loss of job)
- c. Any conduct which has the purpose or effect of unreasonably interfering with an individual's work performance or which creates an intimidating, hostile, or offensive working environment.
- d. Offensive touching
- e. Inappropriate/lewd pictures or inappropriate/lewd written materials in the workplace
- f. Verbal Harassment in the form of comments, jokes, references or questions.

Prohibited harassment is an infringement on an employee's right to work in an environment free from unlawful discrimination. The Company will not tolerate harassment of any kind amongst any of its employees and any employee engaging in such conduct will be subject to appropriate disciplinary action up to and including termination of employment.

Instructions

- A. Any employee who believes he or she has been subjected to unlawful harassment is required to report the activity to his or her supervisor immediately. If your complaint involves a supervisor, you should notify the Policy Compliance Officer, in writing, at P.O. Box 451, Tuscumbia AL 35674. You should not be concerned, or fearful of retaliation for making a report pursuant to this policy.
- B. Any supervisor to whom a report of alleged harassment is made will immediately notify their manager and conduct a full and detailed investigation. A written report will then be issued to the Vice President of the Company with a copy to the President. A decision will then be made and the appropriate action will be taken.

Acknowledgment

By signing below, you acknowledge that you have read and understand this policy and agree to comply with its provisions.

Employee Signature: [Signature]

Date: 7-21-17

DYNAMIC



Security Officer's Handbook

SECURITY OFFICER'S HANDBOOK

**Published by Dynamic Security, Inc.
Copyright 2001 by Dynamic Security, Inc.
1102 Woodward Avenue
Muscle Shoals, AL 35661
Produced by: BevART, Knoxville, TN**

**This handbook must be returned to
Dynamic Security upon termination of employment.
An Equal Opportunity Employer**

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INTRODUCTION

This Handbook has been prepared to assist Security Officers by providing a definition of their general duties and responsibilities. The information is general since it would be impossible to include instructions relating to every situation. Any questions or lack of understanding of the contents of this manual should be directed to your supervisor.

This is issued with the understanding that the Officers will read and adhere to the rules and regulations discussed herein. Not doing so, could lead to disciplinary actions; and when you accept employment, it is assumed that you accept these rules and regulations.

Your employment can be terminated or suspended without cause and without notice at any time, at the option of Dynamic Security, Inc. (referred to in the Handbook as Dynamic Security).

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Section 1

GENERAL DUTIES

A Security Officer's primary duty, when protecting a client's property, is to observe and report any unusual events or circumstances. Every security post will have a unique set of instructions on how to accomplish this task. Post Orders and instructions are provided at each job site. These Orders explain the Client's expectations for our security services.

In the absence of Post Orders, the Officer should consult his or her immediate supervisor for site specific instructions and follow the common duties written in this handbook. If the Officer is requested by the Client to deviate from the written orders, or to take on entirely new duties, then the Officer should heed the Client's request and notify his or her supervisor immediately.

Never take an assignment without expressed permission from the Dynamic Security supervisor. If emergency circumstances dictate an immediate deviation from accepted procedures, call the supervisor at the earliest possible time.

Dependability is a valued trait in a Security Officer. It is vitally important that each Officer arrive on time; and in many cases, relieve the Officer who has worked the previous shift. Both the Client and previous shift Officer depend on the relieving Officer's timely arrival. Dynamic Security and the Client rely on each Officer to remain at his/her post until properly relieved. However, Officers should not be on the job site more than 15 minutes before the start of their shift, nor should they be at the job site later than 15 minutes after the shift ends. Security Officers may not be on the job site when off duty. If an Officer's personal life takes him/her to the job site, then he/she should not be in uniform.

Security Officers are required to report for duty in full uniform, as scheduled. However, if an Officer discovers that he/she will not be able to work the assigned shift due to illness, he/she must inform the supervisor, not the job site, at least four hours prior to the start of the shift. The phone number of the branch Office/Supervisor is operational 24 hours a day.

If the supervisor is given less than four hours notice, the Officer may be asked to stand at the post until relief can be arranged. When a Security Officer does not give four hours notice, he/she is subject to

disciplinary action. If an Officer does not call in to report, and does not report, at the scheduled shift position, he/she can be terminated immediately.

No Security Officer may leave the post without being properly relieved by another Dynamic Security Officer, who is in complete uniform. If an Officer who is unfit for duty attempts to relieve a post, then DO NOT leave the post, but call the supervisor immediately to request instructions. Leaving a post unattended is grounds for immediate termination.

An Officer's acceptance of employment does not constitute an employment contract with Dynamic Security for any specific period of time. Continued employment is contingent upon compliance with all Rules and Regulations, the availability of assignment, and other factors. Employment may be terminate at any time without cause.

Section 2

TRAINING

In addition to any state requirements; that differ from state to state, Security Officers are required to complete a comprehensive eight hour, pre-assignment training and testing program. The 12-part basic training program consists of a series of videotaped programs, student handouts, and test material. After the Officer views each module he/she will be tested on the material. The passing grade for each test is 70%. If an applicant or Officer does not receive a passing grade, he/she may view the module again and retake the test after three business days. The Officer will be paid minimum wage while in the testing program.

Before an Officer can be assigned to a post, he/she must have completed Modules 1 and 2. The remaining 10 modules **MUST** be viewed and tested within 30 days of hire or the Officer will be removed from the post.

The topics covered are as follows:

- Introduction to security
- Importance of the Security Officer
- Legal Issues I
- Human and Public Relations
- Communications
- Patrol
- General Duties
- Report Writing
- Fire Prevention and Control
- Emergency Situations
- Safety

Section 3

JOB ASSIGNMENTS

Job assignments are given on merit, experience, qualifications, job knowledge, and needs of the Client and Dynamic Security. Priority is placed on those needs. Dynamic Security makes no promise or commitment to assign an employee to a specific job site, shift, or time period. No Dynamic Security employee is authorized to make promises or commitments of this kind. Job assignments are subject to change without prior notice.

Section 4

LIMITS OF AUTHORITY

A Security Officer does not have any authority beyond that of an ordinary citizen. Security Officers do not have the power to arrest anyone. Unless the Post Orders at the assignment authorize Security Officers to detain someone under special circumstances, they CANNOT detain anyone against their will. Security Officers MAY NOT use any force in performing their duties except to protect themselves or others from a clear and immediate threat of serious bodily harm.

Doing any of the above listed actions may result in the Security Officer being held personally liable in a civil court and criminal prosecution. Security Officers are accountable for their actions.

Dynamic Security will not tolerate any threats, intimidation (both verbal and physical), violence, or threats of violence to any person or property at any time by their Security Officers. Any Officer who performs such acts, whether on or off duty, will be subject to immediate termination. This policy does not intend to prohibit legitimate actions to be taken to protect the property and interest of employees, Clients, or Dynamic Security.

Section 5

UNIFORMS

The Dynamic Security uniform is the first means by which our Security Officers are identified. It is extremely important that each Officer wear the entire uniform while on duty. Each uniform will consist of the following items:

- **Uniform Shirt** (white or blue) -
Shall be the correct size and worn tucked into the trousers. The only visible under garment shall be a white tee shirt.
- **Trousers** (French blue) -
Shall be the correct size. When in the standing position the hem of the trousers shall not be long enough to touch the floor or short enough to expose the ankle area. The trousers shall be straight legged WITHOUT cuffs.
- **Tie** (French blue) -
Shall be worn with the long sleeve shirt at all times. The tie is not required while wearing the short sleeve shirt.

- **Dynamic Security Badge** -
Shall be worn on the outer garment above the left breast pocket.
- **Rank Insignia** (when applicable) -
Shall be of the correct rank and shall be worn centered on both collars of the uniform shirt. The insignia shall be positioned approximately one inch from the point of the collar.
- **Footwear** -
Can be either Oxford shoes or boots. Oxford shoes must be black in color and can be leather or patent leather. Boots shall be black in color and may be leather or a combination of leather and fabric. Shoes and boots must have a plain toe, black soles, laced diagonally with black shoe laces, tied in the front, and be clean and polished. Black socks must be worn with footwear.
- **Black Belt** -
Shall be of the correct size, black in color, leather, and must be worn within the belt loops of the trousers.
- **Uniform Cap** (optional) -
If issued, may be worn in summer or winter. The cap shall NOT be worn backwards, or in any other manner which is inappropriate. Officers are NOT to wear the cap when off duty.

- **Black Gloves** (optional) -
May be worn in colder temperatures. Gloves worn for other than cold weather protection are not permissible.
- **Windbreakers/Bomber Jackets** (optional) -
If issued, the jacket must be zipped or buttoned when worn and the badge attached to the upper left side of the jacket. Officers are NOT to wear the jacket while off duty.

These items must be worn properly in order for the uniform to be complete and acceptable. It is important to mention again - **Officers must be in complete uniform when reporting for duty or face disciplinary action.** Additionally, uniforms must be clean and pressed so that they present the best Company image possible. The uniform displays a great deal about our standards. If the uniform becomes worn and tattered, the supervisor should be informed of the need to replace the faulty items.

Uniforms must be returned within seven days of termination.

Section 6

PERSONAL APPEARANCE

Security Officers shall be neat and clean in appearance and shall adhere to the following standards:

Female Officers

- Shall maintain a neat hairstyle that keeps long hair away from the face and the hair should not extend more than two inches below the top of the collar. If hair extends more than two inches below collar, then it must be worn up when on duty.
- Hair accessories must be worn inconspicuously and be transparent or similar to the color of the Officer's hair.
- Cosmetics shall be applied conservatively and in good taste.
- Are limited to one stud earring per ear lobe.
- Are prohibited from wearing dangling jewelry over their uniform.

Male Officers

- Hair shall be cut above the collar and above the ears. It shall be neatly combed at all times.
- Are expressly prohibited from wearing any hair accessories.
- Neck hair and sideburns shall be neatly trimmed. Sideburns shall not extend below the bottom of the earlobe.
- Faces shall be clean shaven with the exception of neatly trimmed mustaches; which shall not extend below the corners of the mouth. Handlebar mustaches, goatees, and beards are NOT acceptable.
- Are prohibited from wearing earrings.
- Are prohibited from wearing dangling jewelry over their uniform.

All Officers

- Are expected to practice good hygiene. This includes; but not limited to; clean and trimmed fingernails, daily bathing and use of deodorants, and daily brushing and flossing of teeth.
- Officers may wear a wristwatch, medical identification bracelet and only one ring per hand.

- Necklaces or other items of jewelry may be worn, provided they are not visible.
- Pens and pencils must be carried in the designed slot on the uniform shirt; or concealed.
- Prescription glasses, contact lenses, or sunglasses can be worn. Sunglasses are to be worn outside during daylight hours. Faddish and mirror lens sunglasses are not authorized. No eyeglasses, cases, and related items are to be hung from any part of the uniform.
- Pagers worn with the uniform must be black in color.

A Security Officer who reports to work in violation of any of the above standards is subject to disciplinary action.

Section 7

GENERAL SAFETY

Dynamic Security makes every effort to provide working conditions that are as safe and healthy as possible. All employees are expected to be concerned about workplace safety, including improper working methods, reporting potential hazards, and avoiding known hazards. Unsafe working conditions should be reported immediately to a supervisor.

If an employee is injured in connection with employment, regardless of severity of the injury, the supervisor must be notified immediately. Failure to report an injury within 24 hours could void Worker's Compensation benefits.

NOTICE: In the event of the death of a Dynamic employee from a work-related incident, or the hospitalization of three or more employees. Call 800-321-OSHA or 205-731-1534 within the first 8 hours.

We have listed some of the most common accidents and their causes. This list is provided so that Officers may look for and avoid some of the causes they may face when going about their daily duties.

- **Strains** -
Improper technique or lifting excessive weight.*
- **Falling or Moving Objects** -
Improper storage of equipment or articles
- **Striking against Dangerous Object** -
Drawers left open, improper disposal or storage of equipment or articles
- **Electrical Shock** -
Frayed Cords and Plugs or Water on Floor
- **Vehicle Based Injury** -
Seat Belts not in use, Excessive Speed, Signalling, etc.
- **Chemical Injury** -
Improper Knowledge of Safety Procedures, Improper Protective Equipment, etc.

Each Officer should inspect their work area frequently to eliminate these unsafe conditions.

***NOTE:** Officers are not permitted to lift any objects in excess of 25 pounds, unless specific site specifications dictate the exception. If a Client requests an Officer to lift or move any object in excess of 25 pounds, the Officer should immediately call his/her supervisor or Branch Office to secure permission. If an Officer voluntarily exceeds this limit then he/she is subject to disciplinary action.

Section 8

REPORT WRITING

The duty of the Security Officer to observe and report is the most vital part of the job. Therefore, making certain the daily report is completed accurately is important. The top portion of the report will establish where and when the Officer was on duty. Under the section "DETAILS", include all normal activities during the tour of duty. All unusual events (fire, theft, disorderly conduct, etc.) should be written in the report. Items that should be included (but not limited to):

Who was involved

What was affected

Where it took place

When it occurred

Any other helpful information

If there is not enough room under the "DETAILS" Section, then continue on the back of the report. If the incident calls for a more lengthy response, utilize the Incident Report. If an Incident Report is used, an entry should be made in the Daily Report. If the Officer has questions concerning how to complete such reports, then the Post Orders or the supervisor should be consulted. Security Officers are required to report ALL incidents that occur while on duty. Failure to submit reports or to submit a false report is grounds for dismissal.

Section 9

WEAPONS REGULATIONS

Weapons are not required on every post and in fact are forbidden by many Clients. Some find it necessary for the protection of the Officer, the employees and the visitors to the site. The authority to carry a deadly weapon gives only the right to defend the imminent threat to human life. The unauthorized carrying of a weapon on the job site is grounds for immediate dismissal!

A Security Officer shall be held accountable for the unwarranted use of a deadly weapon and is personally liable for the wrongful or negligent use of such. This does not mean that undue risks should be taken just because the Officer is armed. Judgement should be used before resorting to the use of a lethal weapon. **Again, deadly force is permissible only in defense of life, against an armed assailant, or if the assailant is intent on doing bodily harm to the armed Officer or his protectorate. An Officer will NEVER use a warning shot in an effort to apprehend a perpetrator!** Armed Security Officers will only carry weapons while on an assignment requiring the weapon or traveling to and from the assignment.

While on duty, weapons must be securely stored in a holster, with a safety strap, on the Officer's belt. No weapon is ever allowed to set on a desk or other furniture, or left unattended while on the Client site. Under no circumstances will a weapon be cleaned while on the Client site. Any Officer required to carry a weapon must possess a working knowledge of their weapon and additionally possess a valid state license and registration for the area in which he/she works.

Each Dynamic Security Officer, that is issued a firearm, must be trained in the safe use and handling of the weapon. This should entail a four hour training course given by an N.R.A. Certified Security Firearms Inspector or an active or retired member of a police department that is conversant with firearms inspection, before being assigned to the site requiring the carrying of a weapon. The training curriculum shall include an item by item review of the instructions for Form 600-4, Employee Weapon Instructions and Receipt. Each employee requiring a weapon MUST complete the standard qualifications for weapons at least once annually.

There will be no restrictions as to the model of the weapon; however, there will be a restriction on the caliber to be used. All Officers shall carry either a .38 caliber revolver or a semi-automatic .9 mm caliber weapon. The type of ammunition will be restricted to the use of factory loaded ammunition only. If a security officer does not own a personal weapon that complies with Dynamic Security Inc. firearms policies and procedures, a .38 caliber revolver will be issued on Form 600-4.

Section 10

WEAPONS SAFETY

Observe these safety rules:

- Weapons must be handled with extreme care and always treated as if they are loaded.
- Do not remove a weapon from its holster unless it is to be fired or cleaned or presented for inspection.
- Never carry a revolver with the hammer cocked.
- Never point a gun at anyone unless it is intended to be used.
- Never indulge in horseplay with a weapon.
- Never carry or handle a weapon if you have been drinking.
- Never put your finger inside trigger guard until ready to fire.
- Never practice sighting or aiming in the presence of anyone other than a range officer or instructor.

- **Never discharge a firearm while running. Always stop, cock the hammer, and take careful aim. Remember: upon striking a hard surface, bullets are likely to ricochet and could cause serious injury or death to an innocent person.**
- **Never pick up a weapon without opening it to make sure that it is unloaded.**
- **Always unload a gun when it is to be handled for any purpose other than to fire.**
- **When unloading a revolver, go to an isolated spot, remove and count the cartridges, and check the chambers to make sure that each cylinder is empty.**

Section 11

PUBLIC RELATIONS

A Security Officer should strive to present a positive, helpful attitude to the Client, its employees, and guests. When on post, the Security Officer represents both Dynamic Security and the Client. With this in mind, the Officer must be courteous and polite, though firm, when speaking with others on the Client's property. Security Officers learn a great deal about the facilities they protect. If an Officer is asked about the facility or its employees, the Officer should refer the person to an accepted Client representative. NEVER give out information about the Client or the employees without expressed permission. Each Officer should be helpful in directing visitors with appointments by giving them directions to the appropriate Client area.

Unauthorized disclosure of Client or Dynamic Security information or official records will result in dismissal. Security Officers may NOT discuss with the Client, its representatives, or the media, the business of Dynamic Security. This includes, but not limited to, job assignments, payroll, and disciplinary situations. Equally, the same privilege applies to the Client's business.

Each Officer must remember that he/she is on duty to protect the Client from within as well as without. Treat the employees of the Client with respect and congeniality, but do not become overly friendly. The employees must understand that the Officers intend to apply all security procedures evenly and without prejudice. Disciplinary action could be dealt for over fraternization with the Client or other Officers. Officers may not accept bribes, tips, gifts, or gratuities of any kind in the course of performing their duties.

Section 12

SECURITY PATROLS

The most important objective of a Security Officer is to observe and report. This is most often accomplished by security patrols. When a patrol is conducted an Officer should inspect **EVERYTHING** (doors, windows, gates, fences, parking areas, building perimeters, non-restricted building interiors, machinery for leakage, malfunctions, etc.). Use every sense available to detect circumstances which are out of the ordinary. Listen for strange sounds and smells (gas leaks, etc.) and evidence of safety problems. Rounds procedures are established in Post Orders.

Report every item or occurrence on the Daily Report or on the appropriate Client report. If a patrol is made and all is well - report it as such. Mention specifics about the patrol so that the Client will be aware of the observations.

Section 13

FIRE & FIRE DETECTION

If the Security Officer or someone else discovers a fire, the Officer should **first call the Fire Department** and instruct all personnel to evacuate the building. If the fire is manageable in size or type, the Officer should employ a fire extinguisher and attempt to put out the blaze. If ANY threat to an Officer exists, he/she should evacuate the building as well and await the arrival of the Fire Department. Upon their arrival, the Officer should assist the firemen in finding easy access to the fire area.

Section 14

POST TELEPHONE INSTRUCTIONS

If an Officer is assigned to a post where he/she will be responsible for answering the telephone on behalf of the Client, he/she should answer incoming calls promptly and cordially. Answer by stating "(Company Name), Security Officer (Officer's Name), How may I help you?" Always maintain a professional attitude and tone of voice.

Keep a pencil and paper available to take notes in the event the person called is not in. Always include:

- the caller's name
- the time and date of the call
- the person with whom they wish to speak
- the caller's number
- and the message he/she would like to leave

Personal calls are NOT permitted except in the event of an emergency. Unauthorized use of a Client telephone could result in disciplinary action and financial penalties.

Section 15

TRESPASSERS

When unidentified individuals are observed on the property or attempting to enter the property, the Officer should make a polite inquiry as to their business at the Client's facility. If the individual's actions show intent to make unauthorized entry, he/she should be intercepted immediately and asked to leave. If any resistance is offered, call the Police without delay. Enter all evidence of trespass in the Daily Report. The Clients of Dynamic Security depend on the Security Officer to secure the perimeter of their facility from trespassers.

Section 16

HANDLING THE AMERICAN FLAG

On many of the posts to which an Officer may be assigned, there are duties that involve handling the American flag. Security Officers should take special care to fold the American flag as it is being lowered and to hold it appropriately when it is being raised. The flag should NEVER touch the ground. Dynamic Security follows this long tradition of displaying respect toward the symbols of the United States. Times for the raising and lowering of the flag, if required, should be noted in the post orders.

Section 17

DISCIPLINARY ACTIONS

Officers should be aware of the consequences of violating Security Officers Handbook rules and regulations, verbal orders, and post orders. When an Officer knows what is expected, he/she can act accordingly. Dynamic Security seeks to resolve conduct and performance problems in the most informal and positive manner possible. Methods may include counseling, additional training and supervision, and verbal warnings, etc. When a disciplinary action is necessary to correct a problem, Dynamic Security will follow pre-established procedures. Following are some areas that represent unacceptable conduct (this list is not all-inclusive) and the corresponding disciplinary action:

<u>Attendance</u>	<u>Probation</u>	<u>Suspension</u>	<u>Termination</u>
---Excessive tardiness	X	X	X
---Absent without authorized leave	X	X	X
---Switching shifts without authorization	X	X	
<u>Behavior</u>			
---Failure to carry out a direct order	X	X	X
---Sleeping on duty			
---Possessing radios & recorders on duty	X	X	
---Possessing reading material on duty	X	X	
---Fighting or gambling			X
---Discourteous treatment of the public		X	X
---Discourteous treatment of employees	X	X	
---Harassing, coercing, threatening others		X	X
---Violations of safety rules		X	X
---Destruction of client or company property		X	X
---Making racial, ethnic, sexual demeaning comments		X	X
---Discriminatory acts, harassment, and conduct		X	X
---Allowing unauthorized visitors on post		X	X
---Making false statements about other employees		X	X

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<u>Performance</u>	<u>Probation</u>	<u>Suspension</u>	<u>Termination</u>
---Negligence in job performance	X	X	X
---Missed rounds,hits, or keys	X	X	X
---Refusal to accept reasonable assignment	X	X	X
---Under the influence of drugs or alcohol			X
---Using Client or Company time or equipment for personal use	X	X	X
---Negligent use of funds, time, & equipment	X	X	X
---Unauthorized release of confidential info	X	X	X

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Other than the infractions whose disciplinary actions are outlined previously, there are certain rules and regulations that not only carry severe penalties, but might reflect on outside law enforcement. Some of which are as follows, but not limited to:

- Any employee who is arrested, summoned, or indicted for a crime or offense must report such offense to his/her supervisor immediately. Dynamic Security is licensed by the States in which it operates; failure on the part of the employee to make a timely report of an arrest can result in the employee being barred from employment by all other such licensed security firms.
- Further infractions while on probation can result in suspension and termination.
- Any involvement in theft or a cover-up of a theft is grounds for immediate termination.
- Any three disciplinary actions in a 90-day period is grounds for immediate termination.

Section 18

WAGE & HOUR PLAN

The work week for Dynamic Security begins at 12:01 am Saturday and ends at midnight on Friday. Dynamic Security and the Client have established a wage plan that assigns each post a particular pay scale. Note then that different assignments may carry different pay scales.

All Security Officers are eligible to receive overtime pay at the rate of 1 and 1/2 times their regular rate of pay for the hours worked in excess of 40 hours per work week. All overtime hours to be worked must have advance approval of the supervisor. Payday is every other Tuesday. Payday schedules are available at local Branch Offices. Payroll checks may be picked up at the Branch Office, the job site, or mailed to the Officer.

Company policy requires Officers to provide a 14 day written notice prior to voluntarily ending employment. If an Officer fails to give such notice, then all hours worked and not yet paid will be paid at minimum wage.

Section 19

POLICIES

Following are select relevant Company Policies that are taken from the Policy manual. To view other Policies, check with your supervisor or the Branch Office.

PHYSICAL EXAMINATION POLICY

Security Officers agree to take a physical examination (including a blood and urinalysis test) by a doctor, medical center, hospital, laboratory or medically qualified personnel. Officers authorize the release of the results of tests and examinations to Dynamic Security or its representatives.

By this authorization, Security Officers release any doctor, medical center, hospital, laboratory, or medically qualified person or their representatives from liability for release of the information gained from these tests and examinations.

Dynamic Security requires a drug and alcohol test anytime you request to see a doctor as a result of an alleged accident or on-the-job injury. Any employee may be asked to submit to a drug and alcohol test if in the opinion of management there is a probable cause for testing. Test results which are positive, or a refusal or failure to submit to testing, may be grounds for dismissal for "willful misconduct" and or "endangering the safety of others."

WORKERS' COMPENSATION ADVISEMENT POLICY

All Security Officers are advised that under Workers' Compensation laws, misrepresentation of pre-existing physical or mental conditions may be grounds to void your workmen's compensation benefits.

Other grounds for denial have been further expanded. The definition of "willful misconduct" now includes intoxication from the use of alcohol or being impaired by illegal drugs. The act designated the drug testing standards set forth by the US Department of Transportation (DOT) as an acceptable form of testing

and a conclusive presumption of impairment. Should an employee refuse to submit to or cooperate with a blood or urine test after an accident, the employee will not receive benefits if he/she was warned in writing that such a refusal would forfeit an employee's rights to recover benefits. This manual satisfies that warning.

Dynamic Security's Workers' Compensation
Insurance carriers make spot inspections for safety violations. When required, all safety gear **MUST** be worn. Each employee has a duty to himself/herself and to his/her fellow employee to protect each other and to enforce the use of safety equipment and work habits. If you are warned about repeated safety violations, you can be terminated and you will not be allowed to draw unemployment compensation.

If you are injured at work, you MUST report the injury immediately to your supervisor. If the injured person refuses to comply with any reasonable request for examination, or refuses to accept the medical service which Dynamic Security elects to furnish, the employee's rights to compensation shall be suspended and no compensation shall be payable for the period of refusal. No compensation shall be allowed for the first three days of disability in accordance with state law.

These conditions must exist to entitle an injured employee to benefit under worker's compensation:

- 1. The injury must result from an accident.
(Accident is defined as an event happening suddenly and violently and producing, at the time, injury to the physical structure of the body by accidental means.)**
- 2. The accident must have happened as a result of carrying out a function of your duties.**

WAIVER OF TRIAL BY JURY POLICY

It is the desire of Dynamic Security to resolve disputes, whenever possible, in a fair and expeditious manner reflecting the interest of the concerned parties. Although there is no outstanding dispute at this time between the parties, it is recognized that as in any relationship, differences may arise which are not resolved and result in litigation.

In consideration of Dynamic Security offering employment and the acceptance of employment, said

employee and Dynamic Security each agree that in the event either party (or its successors or assigns) brings an action against the other relating to recruitment, employment, or termination of employment from Dynamic Security, the plaintiff in such action agrees to waive their rights to a trial by jury. It is further agreed that no demand or request or motion will be made for a trial by jury.

The waiver of trial by jury will cover:

1. All actions, claims, and demands directly or indirectly related to recruitment, employment or termination from Dynamic Security.
2. All issues and causes of action brought in any law suit in which an employment relate claim is made.
3. Initial, subsequent, and future proceeding related to (1) and (2) above.

By waiving the right to a jury trial an employee is not limiting their rights to trial by judge. However, the right to a jury is of value. Security Officers may wish to consult an attorney prior to accepting this agreement. If so, the Officer may take this handbook with him/her; however, employment will not be offered until this is agreed upon; and in the event that the

individual does not agree to the Rules and Regulations outlined in this handbook, the handbook must be returned immediately.

SUBSTANCE ABUSE POLICY

Dynamic Security is committed to providing a safe work environment and the well being and health of its employees. The commitment is jeopardized when any Dynamic Security employee abuses alcohol or a controlled substance (drugs) on the job, comes to work under the influence, or works under the influence, or possesses, distributes, or sells drugs in the work place. Dynamic Security has established the following policy:

- It is a violation for employees to possess, sell, trade, or offer for sale illegal use drugs on the job.
- It is a violation for anyone to report to work under the influence of alcohol or illegal drugs.
- It is a violation for anyone to use prescription drugs illegally.
- Violations are subject to disciplinary action, including termination.

As a condition of employment, employees must abide by the terms above and must notify Dynamic Security in writing of any convictions for violation of any city, state, or federal statute whether it be on or off duty.

NEGLIGENCE AND DAMAGE POLICY

Security Officers will be financially liable in the event that they are willfully and/or purposely negligent in duties while representing Dynamic Security or our clients. Should any damages be incurred which are caused by any negligent act performed during work or in representing Dynamic Security, or its Clients, then Dynamic Security will deduct the cost of the damages from the Officer's future paychecks. A payment schedule and the amount of money due the damages will be decided at this time.

Security Officers who do not remain employed with Dynamic Security after the damages are incurred, will have all necessary amounts deducted from their final paycheck. In the event the paycheck will not cover the financial loss inflicted, Dynamic Security or

the Client will take legal measures to reclaim any balance due and legal fees incurred due to the Officer's negligence.

MEDICAL RECORDS RELEASE & DRUG/ALCOHOL SCREENING POLICY

When an applicant files an application with Dynamic Security, he/she authorizes every medical doctor, person, firm, officer, corporation, association, organization or institution having control of any documents, or other relevant information to release to said company or representatives. Dynamic Security or its representatives are permitted to inspect and make copies of any such documents, records, or other information. Such information includes; but is not limited to; all medical records, employment records, X-rays, clinical abstracts, or transcriptions of scholastic records which may have been or prepared pursuant to, or in connection with, any examination, consultation, text, personal opinion, or evaluation of the undersigned. Applicants release and exonerate every medical doctor, school official, and every other person, firm, officer, corporation, association, organization, or institution which shall comply with the authorization and requests made herein from any and every liability of every nature and kind.

It is understood that when an application for employment is accepted, the effective date of acceptance and date of employment shall be the date work is actually to commence. Security Officers agree to comply with and be bound by the safety and work rules and other regulations of Dynamic Security.

Dynamic Security has a drug screening program which includes a urinalysis test. Also, alcohol abuse testing is required as a part of the employment process and that, in order to be considered for employment, the result of the tests must be negative. Officers agree to participate in this drug/alcohol testing which includes the urinalysis test. If they refuse to submit to this test or fail this program, their employment will be terminated. If required, Security Officers must submit to a pre-hiring medical exam and urinalysis test thereafter as permitted by law.

Security Officers fully release Dynamic Security, all employees, agents, and affiliated subsidiaries from all liability in connection with such testing and from any decision by Dynamic Security and affiliated subsidiaries concerning their application. Security Offices may be fingerprinted and photographed as required. Security Officers understand that misrepresentation or omission of requested facts on the application is cause for rejection of the application or for subsequent dismissal from employment. Officers or applicants

may review the application and consult with legal counsel prior to signing.

If a Security Officer is required to drive during his/her employment, he/she must notify the Company of any driving violations, accident, or license suspensions. A copy of the citation may be requested by Dynamic Security.

HARASSMENT IN THE WORKPLACE POLICY

It has always been the Company policy and practice to comply with applicable laws. This commitment is particularly reflected in the field of human relations. It is the policy of the Company to maintain a work environment that permits an employee to be free from sexual, racial, and other harassment by any co-worker, supervisor, or other person. It is unacceptable for any employee to engage in conduct that represents unwelcome sexual advances, requests for sexual favors or other harassing verbal or physical action.

Any employee who believes that he/she has been subjected to harassment is required to report the activity to his/her supervisor immediately. If your complaint

involves a supervisor, you should notify the office of the Policy Compliance Officer, at 256-383-5798. You should not be concerned, threatened, or fearful of retaliation for making a report pursuant to this policy. Any supervisor to whom a report of alleged harassment is made, should immediately notify their manager and conduct a full and detailed investigation. A written report should then be issued to the appropriate Vice President of the Company, with a copy to the President. A decision will then be made and the appropriate action will be taken.

USEFUL COMPANY PHONE NUMBERS

Branch Manager's Office

Area Supervisor

Shift Supervisor

Notes: _____

Notes: _____
